

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK**

JACQUELINE BEEBE, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

V&J NATIONAL ENTERPRISES, LLC,
V&J UNITED ENTERPRISES, LLC, V&J
EMPLOYMENT SERVICES, INC. and
V&J HOLDING COMPANIES, INC.,

Defendants.

Case No. 6:17-cv-06075-EAW-MWP

Class / Collective Action

DECLARATION OF JEREMIAH FREI-PEARSON

I, Jeremiah Frei-Pearson, declare pursuant under penalty of perjury to 28 U.S.C. § 1746 that the foregoing is true and correct:

1. I am a founding partner of the law firm of Finkelstein, Blankinship, Frei-Pearson & Garber, LLP (“FBFG”), counsel for Plaintiff Jacqueline Beebe in the above-captioned case.

2. I respectfully submit this Declaration in support of Plaintiffs’ Emergency Motion for Protective Order, Preliminary Injunction, Temporary Restraining Order, and Sanctions (“Motion”).

3. On or around June 22, 2017, counsel for Defendants V&J National Enterprises, LLC, V&J United Enterprises, LLC, V&J Employment Services, Inc., and V&J Holding Companies, Inc. (“V&J”) requested that Plaintiff agree to stay the deadline for V&J to respond to discovery deadlines until thirty days after mediation.

4. Plaintiff agreed to Defendants’ requested stay, based on the representation that Defendants would mediate in good faith and would provide all data necessary for a productive

mediation. Unfortunately, despite Plaintiff's repeated requests, Defendants have still not yet produced all such data.

5. Defendants have never sought authorization or permission from Plaintiff, or Plaintiff's Counsel to communicate with members of the putative class and collective about this litigation. Defendants have never notified Plaintiff or Plaintiff's Counsel of any intention to request such permission from the Court.

6. My litigation experience includes litigating four arbitrations to verdict concerning the effects and propriety of paying pizza delivery drivers a flat, per-delivery rate as opposed to the IRS rate.

7. In each of these arbitrations, the presiding arbitrator issued a substantial award in favor of the delivery driver claimant to make up for under-reimbursement of his or her vehicle expenses.

8. A true and correct copy of relevant pages from the transcript of the June 14, 2017 proceedings before Magistrate Judge Marian W. Payson is attached hereto as Exhibit A.

I declare under penalty of perjury under the laws of the United States of America and the State of New York that the foregoing is true and correct.

Executed on September 28, 2017 in White Plains, New York.

**FINKELSTEIN, BLANKINSHIP,
FREI-PEARSON & GARBER, LLP**

By: 
Jeremiah Frei-Pearson